

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIFTH THIRD BANK, AS COLLATERAL AGENT		05/05/2017	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLUE RIDGE SCENIC EXCURSIONS LLC		
<b>Street Address:</b>	10060 SKINNER LAKE DRIVE		
<b>City:</b>	JACKSONVILLE		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32246		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87054446	BLUE RIDGE SCENIC RAILWAY BLUE RIDGE, GA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625-5040		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	05/08/2017		
<b>Total Attachments: 3</b>			
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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 5, 2017 ("Release"), is made by Fifth Third Bank, as Collateral Agent ("Collateral Agent"), in favor of Blue Ridge Scenic Excursions LLC, a Delaware limited liability company ("Grantor").

**WHEREAS**, pursuant to that certain Security Agreement dated as of June 21, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Collateral Agent, and others party thereto and the Trademark Security Agreement dated as of February 24, 2017 ("Trademark Security Agreement") by and among the Grantor and Collateral Agent, Grantor pledged and assigned to Collateral Agent and granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of Grantor's right, title and interest in and to the Trademark Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on February 24, 2017 at Reel 5995 Frame 0846.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Collateral Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the pledge, assignment, and grant of the continuing security interest in and to all of Grantor's right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

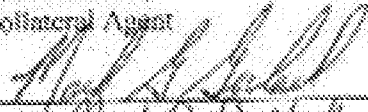
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Further Assurances.** Collateral Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Fifth Third Bank,  
as Collateral Agent

By:   
Name: Mack G. Dickson  
Title: Vice President

**Schedule A**

**Blue Ridge Scenic Excursions LLC  
(Delaware Limited Liability Company)**

**U.S. Trademark Subject to Security Interest  
Granted by Blue Ridge Scenic Excursions LLC  
In Favor of Fifth Third Bank, as Collateral Agent  
Recorded February 24, 2017 at Reel 5995 Frame 0846**

**Trademark Application**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
BLUE RIDGE SCENIC RAILWAY, BLUE RIDGE, GA.and Design	87054446	05/31/16